AGREEMENT TO SELL

VALUED AT RS. ...../-

(RUPEES ..... ONLY)

Mouza - Gotalpanjari, P. H. No. 38, Khasra No.49/2/A,

PLOT NO. ....., Plot Area ..... Sq. Mtrs. (..... Sq. Feet)

Tahsil Nagpur (Gramin), District Nagpur

THIS AGREEMENT TO SELL is made and executed at Nagpur on this ..... th day of **OCTOMBER, 2019**

:: BETWEEN ::

For WAGHMARE DEVELOPERS

Proprietor

M/S WAGHMARE DEVELOPERS acting through its authorized proprietor **SHRI PANKAJ S/o CHANDRAKANT WAGHMARE**, (PAN NO AAOPW9314K), (Mobile No. 9822471654), (Aadhar No. 782762949767) Aged about 40 Years, Occupation – Business, Resident of Flat No. 201,Parijaat Heights, Plot No. 7, Gandhi Nagar, Hill Road ,Nagpur. 440010 hereinafter referred to as VENDOR (Which expression shall mean and include all his legal representatives, successors in interest, his assignees, transferees etc.) of the ONE PART.

AND

SHRI ....., (PAN NO .....), (Mobile No. .....), (Aadhar No. .....) Aged about ..... Years, Occupation – Business, **Resident of** .....Nagpur. 440010 (Hereinafter referred to as PURCHASER, which expression shall mean and include all her legal representatives, successors in interest, her assignees, transferees etc.) of the SECOND PART WITNESSES as under :

1] **WHEREAS** the land bearing bearing **Survey / Khasra No. 49/2,** (old **Survey / Khasra No. 20/3, 20/2GH and 20/3G)** area admeasuring **2.15 Hectares** of **Mouza – Gotal Panjri**, in Tahsil **Nagpur (Rural)** and District **Nagpur** as per Revenue Record for the year 1952-53 originally belongs to **Shri. Yado Lataray Shinde.** That during the life time of said **Shri. Yadav Lataray Shinde** the area of aforesaid land has been corrected by the Revenue Authority to the area admeasuring **1.60 Hectares.**

2] WHEREAS said **Shri. Yadav Lataray Shinde** died intestate and after his death aforesaid entire property devolved upon her legal heirs namely (i) Shri. Gundu S/o. Yadavrao Shinde, (ii) Shri. Satish S/o. Yadavrao Shinde. (iii) Smt. Shashikala WD/o. Yadavrao Shinde (iv) Mrs. Shakuntala Ramdas Kawale, (v) Smt. Bebibai Gajanan Pannase, (vi) Smt. Nirmala Gulabrao Patil, (vii) Smt. Pramila Arun Ghube and (viii) Sumanbai Yadavrao Shinde

and accordingly their names duly recorded in Revenue Record of the aforesaid property.

3] **WHEREAS** subsequently in the year 1992 out of the aforesaid legal heirs, legal heirs namely (i) Smt. Shashikala WD/o. Yadavrao Shinde (ii) Mrs. Shakuntala Ramdas Kawale, (iii) Smt. Bebibai Gajanan Pannase, (iv) Smt. Nirmala Gulabrao Patil, (v) Smt. Pramila Arun Ghube and (vi) Sumanbai Yadavrao Shinde released their respective undivided share and interest from the aforesaid property bearing **Survey / Khasra No. 49/2,** area admeasuring **1.60 Hectares** of **Mouza – Gotal Panjri**, in favour of (i) Shri. Gundu S/o. Yadavrao Shinde and (ii) Shri. Satish S/o. Yadavrao Shinde and accordingly the names of Releasors have been deleted from the Revenue Record of the aforesaid property.

4] **WHEREAS** said (i) Shri. Gundu S/o. Yadavtrao Shinde and (ii) Shri. Satish S/o. Yadavtrao Shinde being absolute owner in possession of the aforesaid property bearing **Survey / Khasra No. 49/2,** area admeasuring **1.60 Hectares** of **Mouza – Gotal Panjri**, sold the aforesaid entire property to "Shri Sant Gajanan Maharaj Gruha Nirman Sahakari Sansth Maryadit, Nagpur, bearing Registration No. NGP/HSG/942/84 by Registered Sale Deed Dated 04.12.1992 which is duly registered at the Office of Sub-Registrar, Nagpur, in Addl. Book No. 1 at Volume No. 515 on pages 132 to 137 at Serial No. 5706(P) on even date.

5] **WHEREAS** subsequently said Shri Sant Gajanan Maharaj Gruha Nirman Sahakari Sansth Maryadit, Nagpur, bearing Registration No. NGP/HSG/942/84 through its Secretary Shri. Uttam Narayan Thakre on their turn sold the aforesaid entire land **Survey / Khasra No. 49/2,** area admeasuring **1.60 Hectares** of **Mouza – Gotal Panjri**, in favour of **Smt. Santoshbai W/o. Shriniwasji Kakani** by Registered Sale Deed Dated 19.04.1996 which is duly registered at the Office of Sub-Registrar, Nagpur,

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in Addl. Book No. 1 at Volume No. 1393 on pages 79 to 86 at Serial No. 2809(P) on even date.

6] **WHEREAS** subsequently said **Smt. Santoshbai W/o. Shriniwasji Kakani** filed one application before Sub-Divisional Officer, Nagpur for correction in area of the aforesaid property and after conduction inquiry in that regard Sub-Divisional Officer, Nagpur, by his order dated 22.03.2012 corrected the area of the aforesaid property and the area which was originally admeasuring **1.60 Hectares** increase to the area admeasuring **1.96 Hectares,** and accordingly the area has been corrected to that effect in the Revenue Record of the aforesaid property.

7] **WHEREAS** subsequently said **Smt. Santoshbai W/o. Shriniwasji Kakani** on her turn sold the aforesaid entire land bearing **Survey / Khasra No. 49/2,** area admeasuring **1.96 Hectares** of **Mouza – Gotal Panjri,** in favour of **(i) Shri. Rameshwar Suganchand Bawankar, (ii) Shri. Mahadeo Vinayakrao Jibkate (iii) M/s. Waghmare Developers,** acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** by Registered Sale Deed Dated 16.01.2015 which is duly registered at the Office of Sub-Registrar, Nagpur (Rural) No. 7 at Serial No. 650/2015 and as per terms, conditions and covenant of the aforesaid sale deed dated 16.01.2015 the aforesaid purchasers acquired the aforesaid entire land bearing **Survey / Khasra No. 49/2,** area admeasuring **1.96 Hectares (OR 4.843 Acres)** of **Mouza – Gotal Panjri,** in the following proportion.

(i) Shri. Rameshwar Suganchand Bawankar. 0.40.4 Hectares (1 Acre)
(ii) Shri. Mahadeo Vinayakrao Jibkate. 0.40.4 Hectares (1 Acre)
(iii) M/s. Waghmare Developers. 1.16 Hectares (2.86 Acre)

8] **WHEREAS** subsequently aforesaid **M/s. Waghmare Developers,** acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** out of his own share i. e. admeasuring **1.16 Hectares** sold

the land admeasuring **0.18 Hectares** to **Mrs. Sonali W/o. Pankaj Waghmare** by Registered Sale Deed Dated 19.10.2018 which is duly registered at the Office of Sub-Registrar, Nagpur (Rural) No. 10 at Serial No. 9402/2018.

9] WHEREAS subsequently aforesaid **(i) Shri. Rameshwar Suganchand Bawankar, (ii) Shri. Mahadeo Vinayakrao Jibkate (iii) M/s. Waghmare Developers,** acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** and **(iv) Mrs. Sonali W/o. Pankaj Waghmare** in order to avoid any confusion, uncertainty, dispute, legal complexity in future divided the aforesaid entire property in between themselves as per their respective share and interest and accordingly they jointly executed a Deed of Partition amongst themselves on dated 20.10.2018. That on the basis of the said Deed of Partition Dated 20.10.2018 they have jointly moved an Application for division of the aforesaid property in between themselves before Hon'ble Tahsildar, Nagpur (Rural). That the **Hon'ble Tahsildar, Nagpur (Rural)** by his Order Dated 05.11.2018 passed in **Revenue Case No. 01/S. R. V.-43/2018-19** divided the aforesaid entire property by metes and bounds as under :-

Survey No.	Area in Hectares	Name of the owners	Bounded as under
49/2	0.40 HR out of 1.96 H.R	Party No. 1 (A) Shri. Rameshwar Suganchand Bawankar	East :-Survey No. 50 West : Survey No. 50 North : land owned by Party No. 2. South :- Survey No. 49/1.
	0.40 HR out of 1.96 H.R	Party No. 1 (B) Shri. Mahadeo Vinayakrao Jibkate	
	0.18 HR out of 1.96 H.R	Party No. 1 (C) Mrs. Sonali W/o. Pankaj Waghmare	
	Total land 0.98 HR	Party No. 1 (A) + (B) + (C) having their 0.98 HR bounded by	
	0.98 HR out of 1.96 H.R	Party No. 2 M/s. Waghmare Developers, Proprietor :- Shri. Pankaj S/o. Chandrakant Waghmare	East :-Survey No. 50 West : Survey No. 50 North : Survey No. 48 South :- land owned by Party No. 1.

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10] **WHEREAS** as per the said Partition Dated 20.10.2018 and in view of the Order Dated 05.11.2018 passed in **Revenue Case No. 01/S. R. V.-43/2018-19** by the **Hon'ble Tahsildar, Nagpur (Rural)** the aforesaid entire property divided in to two equal part. That the portion of land owned by **M/s. Waghmare Developers,** Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** is renumbered as **Khasra No. 49/2/A** having an area admeasuring **0.98 Hectares** and the portion of land owned **(i) Shri. Rameshwar Suganchand Bawankar, (ii) Shri. Mahadeo Vinayakrao Jibkate (**and **(iii) Mrs. Sonali W/o. Pankaj Waghmare** renumbered as **Khasra No. 49/2/B** having an area admeasuring **0.98 Hectares.** Accordingly Revenue Authority split revenue record in two parts.

11] **WHEREAS** in pursuance of Deed of Partition Dated 20.10.2018 and as per Order Dated 05.11.2018 passed in **Revenue Case No. 01/S. R. V.-43/2018-19** by the **Hon'ble Tahsildar, Nagpur (Rural) VENDOR** became sole and absolute legal owner in possession of ALL THAT piece and parcel of land bearing **Khasra No. 49/2/A,** having an area admeasuring **0.98 Hectares, Rental Rs. 3.46/- , Class I,** of **Mouza – Gotal Panjri, P. H. No. 38 A** area situated within the limits of the Grampanchayat Gotal Panjri, in Tahsil **Nagpur (Rural)** and District **NAGPUR.**

12) **WHEREAS** piece and parcel of land bearing **Plot No. .....** out of the sanctioned Lay-out containing by admeasurement **..... Sq. Mtrs. (..... Sq. Feet)** being a part or portion of the entire land bearing **Khasra No. 49/2/A, Area 0.98 hr of MOUZA – Gotadpanjari, P.H No. 38-A, held as occupant class – I,** Nagpur Gramin, Dist. Nagpur as per 7/12 extract of the authority.

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13) WHEREAS the Vendor decided to develop the said land bearing **Khasra No. 49/2/A,** having an area admeasuring **0.98 Hectares, (OR 9800 Sq. Mtrs.)** in to residential Layout and or for constructing and accordingly filed Application on 11.01.2019 at the office of Nagpur Metro Region Development Authority for sanctioning the Lay out of aforesaid land bearing **Khasra No. 49/2/A,** having an area admeasuring **0.98 Hectares (OR 9800.00 Sq. Mtrs.)** That considering the same the **Executive Engineer** of **Nagpur Metro Region Development Authority** vide its Letter No. 2537 Dated 29.07.2019 approved the proposal and sanctioned the Lay out and issued Demand for payment of Infrastructure Cost and accordingly the **Vendor** paid the said charges on 22.07.2019.

14) WHEREAS the **Hon'ble Collector, Nagpur,** subsequently vide order **Dated 19.08.2019** passed in **Revenue Case No. 22 / NAP – 34 / Mouza – Gotalpanjri / 2019 - 2020** converted the said land bearing **Khasra No. 49/2/A,** having an area admeasuring **0.98 Hectares (OR 9800.00 Sq. Mtrs.)** for **Non Agricultural Use** and also approved the Layout Plan consisting total 34 Plots of different dimension Sanction from NMRDA (Nagpur Metro Region Development Authority).

WHEREAS the **VENDORS** being thus desirous of selling the aforesaid property and the **PURCHASERS** hereinabove named having expressed their desire and willingness to purchase the same for a fairly good price, the **VENDORS** agreed to sell the same to the PURCHASERS for a total valuable consideration of **VALUED AT RS. ...../-(RUPEES ..... ONLY)** upon the following terms and conditions.

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NOW THERE FORE IT IS HEREBY MUTUALY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1) Rs. ...../- (**Rs..... Only**) paid by the **Purchaser** to the **Vendor** by Chaque No. ..... Date ....., Drawn on ..... the receipt whereof is hereby acknowledged by the Vendor.

2) **Rs. ...../-** (**Rs..... Only**) to be paid by the **purchaser** to the **Vendor** Execution of Sale-deed before 15 days from the date of ~~this~~ release of plots from NMRDA (Nagpur Metro Region Development Authority).

RS...../-(RUPEES .....ONLY)

.....

Time is essence of this contract and if Purchaser Failed to make payments as stipulated above this agreement will automatically get cancelled without any prior notice to Purchaser.

01. That the sale will be free from encumbrances of all kinds whatsoever and also free from payment of NA Taxes and all other arrears, Dues, and other liabilities in monetary terms or others etc. from the relevant required government / Semi-government / Private and other offices should be borne and paid by the Vendors till the Registration of the Sale Deed before the Sub-Registar Nagpur regarding the said Plot Property for that Vendors has no objection for the same. If any legal problem arises or require help / cooperation for fulfillment of sale transaction in favour of purchasers Vendors will cooperate to the

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PURCHASERS as and when necessary at time. For that Vendor has no objection.

02. If any legal problem arises in future regarding the clear title of this plot propery Vendors will be totally responsible for the same and for that whatever the received actual amount and will be return back to the Purchases or any other problem regarding this plot property expenses should be borne by the Vendors only. And whatever the relevant required necessary documents which are necessary for registration of sale deed in favour of purchaser should provide by the vendors upto the registration the sale deed only on or before 15 days from the date of this release of plots from NMRDA (Nagpur Metro Region Development Authority).

03. If any legal problem arises in future regarding the clear title of the said plot property Vendors assures to the **PURCHASERS** that he will be wholly responsible to solve those problems with his own monetary expenses of return the actual received amount regarding this property till that date to the Purchasers immediately. For that **VENDORS** has no objection or time period for registration sale deed be extended mutually with consent of both the parites. But that will depend on all **VENDORS.**

04. That the property hereby agreed to be sold is believed and shall be taken to be correctly described in the schedule hereunder written and if any mis-statement, error or omission shall be discovered the same shall not annul this agreement/contract, but all the same such mis-statement, error or omission will always be subject to correction by the parites hereto.

05. That the **VENDORS** shall deliver the actual physical possessio of the property hereby agreed to be sold to the **PURCHASERS** in vacant condition at the time of registration of Sale Deed and all documents regarding the

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said property will be hand over by **VENDORS** to the Purchasers at the time to registration of Sale Deed before the Sub-Registar Nagpur.

06. That this agreement is subject to the jurisdiction of the competent civil court at Nagpur.

7. That all expenses on account of preparation of this agreement and sale deed including the cost of stamp duty and registration fees, Advocate fees payagle thereon have been agreed to be borne and paid by the **PURCHASERS** only.

8. That, if in case **VENDORS** unable to produce required document which necessary for registration of Sale Deed transaction in favour of purchasers within given stipulated time period. The time period the extended with the consent of both the parties.

9. That, in future if any legal problem arises regarding the above said property in that case Vendors will be totally responsible for repayment of whole received total consideration amount by the **PURCHASES** and in that case Vendors will return whole received amount and 2% interest per month to the **PURCHASERS** immediately because in this transaction whole consideration amount is received by the **VENDORS**.

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of land bearing **Plot No. .....** out of the sanctioned Lay-out containing by admeasurement **..... Sq. Mtrs. (.....Sq. Feet)** being a part or portion of the entire land bearing **Khasra No. 49/2/A, Area 0.98 HR of MOUZA – Gotadpanjari, P.H No. 38- A, held as occupant class – I,** Nagpur Gramin, Dist. Nagpur and bounded as follows :-

ON THE EAST : .....

For WAGHMARE DEVELOPERS

ON THE WEST : .....

ON THE NORTH : .....

ON THE SOUTH : .....

IN WITNESS WHEREOF the parties hereto set their respective hands and signed this AGREEMENT TO SALE at Nagpur in the presence of attesting witnesses on this ..... th day of **OCTOMBER, 2019**

For WAGHMARE DEVELOPERS

Proprietor

.....

SHRI PANKAJ CHANDRKANT WAGHMARE

(PROPRITOR FOR M/S. WAGHMARE DEVELOPER, NAGPUR)

(VENDORS)

.....

(PURCHASERS)

WITNESSES :

1).....

2).....